

Corder v. Antero

EXHIBIT 4

1082 656
 AGREEMENT, made and entered into the 29th day of June 1979 by and
 between James Corder and Paul J. Corder, his wife,
 and Clarence J. Corder, his wife,
 of the first part,
 hereinafter called Lessors, whether one or more, and
 party of the second part, hereinafter called Lessee.

County of Harrison and state of West Va., part IES, of the first part,
 hereinafter called Lessors, whether one or more, and
 party of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessors for and in consideration of the sum of one
 Dollars to them in hand well and truly paid by said Lessee the receipt of which is hereby acknowledged, and of the covenants and
 agreements hereinafter contained on the part of the said Lessee, to be paid, kept and performed, have granted, demised, leased and let and
 by these presents do grant, demise, lease and let with covenants of quiet possession, and that they have the sole right so to grant and
 demise, unto the said Lessee, its successors and assigns, for the purpose of mining and operating for oil and gas, and of building tanks,
 stations, power plants, water stations and structures thereon to take care of the said products, and of laying pipe lines on, over and across
 the leased premises and other lands of Lessors, for the purpose of conveying oil, gas, steam or water therein from and to wells and pipe
 lines on the premises and on adjoining and adjacent farms, and rights of way for road ways over this and other land of Lessors.

All that certain tract of land situated in Harrison
 County and State of West Va., on the waters of Little Rock
 bounded as follows:

On the North by lands of W. M. Brink and B. Day.
 On the East by lands of G. M. Brink and G. M. Matthey.
 On the South by lands of W. M. Brink and B. Day.
 On the West by lands of W. M. Brink and B. Day.

Containing ~~one hundred and eighty~~ ^{one hundred and eighty} acres, more or less, being land purchased
 from ~~James Corder~~ by deed dated 7/17/1919, recorded Deed Book 277, page 78
 reserving, however, therefrom all lands within two hundred feet of the resident buildings now on the premises on which no well shall be
 drilled by either party except by mutual consent.

It is agreed that this lease shall remain in force for the term of ~~one~~ years from this date and as long thereafter as oil or gas, or
 either of them, is produced from the said lands by the said Lessee, its successors and assigns.

In Consideration of the Premises the said party of the second part, covenants and agrees: 1st—to deliver to the credit of the Lessors,
 their heirs or assigns, free of cost, in the pipe line to which Lessee may connect its wells,
~~three~~ the equal one-eighth ($\frac{1}{8}$) part of all oil produced
 and saved from the leased premises; and second, to pay

one-eighth ($\frac{1}{8}$) of the value at the well of the gas from each and every gas well drilled on said premises, the product from which is
 marketed and used off the premises, said gas to be measured at a meter set on the farm.

The Lessee shall not be required in any event to increase the rate of said gas well payments or said royalty of oil by reason of any
 royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by Lessors or their predecessor in title or
 otherwise. And any such outstanding royalty or interest shall first be deducted from the royalties and rentals above provided to be paid or
 delivered.

It is agreed by the parties hereto that the Lessee, its successors or assigns, shall have the right to use off the farm for such purposes as
 it may desire, "Casing Head Gas," (being gas produced from wells on the premises), but if said "casing head gas" or any part thereof should

be manufactured into gasoline or other by-products by said company, said Lessors shall receive one-eighth of the net value at the factory of the gasoline and other by-products so manufactured.

The Lessors may lay a line to any gas well drilled on said land and take gas therefrom free for their own use for heat and light in
 one dwelling house on said land, out of any surplus gas over and above what Lessee, its successors and assigns, may require to operate
 the farm and subject to the use, operation, pumping and right of abandonment of the well by Lessee, its successors and assigns; lessors are
 to provide and use economical appliance, and to use said gas at their own risk, subject to the reasonable rules and regulations of said
 Lessors, its successors and assigns, established at such time relating to such use of gas.

Lessee covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the farm. And it
 is agreed that the leased premises may be fully and freely used by the Lessors for farming purposes, excepting such parts as are used by
 the Lessee in operating hereunder, and, further, that the said Lessee may drill or not drill on said land, as it may elect, and that the con-
 sideration and rentals paid and to be paid constitute adequate compensation for such privilege.

The said Lessee covenant and agrees to pay rental at the rate of ~~one dollar per acre per year~~
~~Twenty seven dollars (\$27.00)~~ Dollars, quarterly in advance, beginning in ~~July~~
~~one thousand seven hundred and~~ months from this date, until, but not after, a well yielding royalty to the Lessors is
 drilled on the leased premises, and any rental paid for time beyond the date of completion of a gas well shall be credited upon the first
 royalty due upon the same and all rentals shall cease after the surrender of this lease as hereinabove provided for. All payments for delay,
 for gas produced and marketed, for gasoline and other by-products may be made direct to the lessors or be deposited to their credit, or to
 the credit of their heirs or assigns in the

Bank of ~~146 Pleasant W Va Rd 2~~ or by check mailed to ~~224 Jessie J Corder~~
~~146 Pleasant W Va Rd 2~~ P. O. 26-332 County
 State of ~~West Virginia~~ will receive ~~fifty dollars~~ such payments may be also made in the same manner to
~~West Virginia~~ ~~any person~~ ~~who is hereby appointed agent for the lessors to receive the same~~
 and ~~any person~~ ~~to be appointed by the lessors~~ ~~to receive the same~~ delivery location to be
 selected by ~~any person~~ ~~to be appointed by the lessors~~ ~~to receive the same~~ ~~any person~~ ~~to be appointed by the lessors~~
~~any person~~ ~~to be appointed by the lessors~~ ~~to receive the same~~ ~~any person~~ ~~to be appointed by the lessors~~
~~any person~~ ~~to be appointed by the lessors~~ ~~to receive the same~~ ~~any person~~ ~~to be appointed by the lessors~~

It is agreed that the Lessee is to have the privilege of using free, sufficient water and gas from the said premises to run all machinery
 necessary for drilling and operating thereon at any time to remove all machinery and fixtures placed on said premises; and further,
 upon the payment of one (\$1.00) Dollar at any time, by the party of the second part, or by its successors and assigns it of they shall have
 the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms

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the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease becomes absolutely null and void.

Lessors agree that the recordation of a deed of surrender in the proper county, and the mailing in the postoffice of a check, payable as above provided, for said last mentioned sum and all amounts then due hereunder, shall be a full surrender and termination of this lease. All provisions of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

In Witness Whereof, the parties of this agreement have hereunto set their hands and seals the day and year first, above written.

Witness:
The League need not be
assigned to any other organization
without the consent of James
Corden the author of the will

et their hands and seals the day and year first, above written.

James J. Gardner (Seal)
W. Earl S. Gardner (Seal)
W. Doggie W. Gardner (Seal)
____ (Seal)
____ (Seal)
____ (Seal)
____ (Seal)

April
8/23/79
Spartanburg
Spartanburg 3

1082 657

State of West Virginia, County of Harrison to-wit:
I, Marion C. Corder of said County of Harrison do certify that
a Notary Public in and Pearl T. Corder do certify that
his wife, whose name is Asie signed to the writing above bearing date the 29th day of
in my said County. June A. D. 1979 I have this day acknowledged the same before me
Given under my hand this 29th day of June A. D. 1979
Notary Public. Harrison County, W. Va.
My Commission expires May 21, 1979

State of West Virginia, County of Harrison to-wit:
I, Wayne Cursey of said County of Harrison do certify that
Maggie J. Corder doth make and
husband, whose name is John Corder signed to the writing above bearing date the 29th day of
June A. D. 1979 has this day acknowledged the same before me
in my said county.
Given under my hand this 29th day of June A. D. 1979
Given under my hand this 29th day of June A. D. 1979
Notary Public Wayne Cursey County, W. Va.
My Commission expires 22 May 21, 1984

State of West Virginia, County of _____ to-wit:
I, _____ of said County of _____ do certify that
and _____ do certify that
his wife, whose name is _____, signed to the writing above bearing date the _____ day of
A. D. 19 _____, has _____ this day acknowledged the same before me
in my said county. A. D. 19 _____

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in my said county. Given under my hand this Aug 7/ day of Aug A. D. 1979
County Notary Public County, W. Va.
My Commission expires _____

For and in consideration of the sum of One Dollar

This instrument was presented to the Clerk
of the County Commission of Harrison County
West Virginia, on and the same is admitted
to record. 8/22-79

Teste: Frank J. Mazzaglio
Harrison County Commission

CLERK